



**Sean Rogan**  
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION**  
**of the County of Los Angeles**

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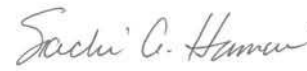
# ADOPTED

Community Development Commission

February 08, 2011

1-D FEBRUARY 8, 2011

The Honorable Board of Commissioners  
Community Development Commission of the  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Commissioners:

**AWARD ONE-YEAR CONTRACTS TO PROVIDE COUNTYWIDE ASBESTOS AND LEAD  
CONSULTING SERVICES  
(ALL DISTRICTS) (3 VOTE)**

**SUBJECT**

This letter recommends approval of six consulting services contracts for asbestos and lead consulting services on a project-by-project basis during the development and rehabilitation of affordable housing, commercial and other facilities throughout the County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the Executive Director or his designee to execute, and if necessary, terminate one-year consulting services contracts (Contracts) with six consulting firms, identified in Attachment A, to provide asbestos and lead consulting services on a project-by-project basis during the development and rehabilitation of affordable housing, commercial and other facilities throughout the County, using a maximum aggregate amount of \$491,000 in Commission program funds included in the Commission's approved Fiscal Year 2010-2011 budget. The Contracts will be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director or his designee to execute amendments to the Contracts, following approval as to form by County Counsel, as may be necessary to administer the Contracts, including but not limited to extending the contract terms for up to four additional years, in one-year increments, not to exceed the aggregate amount of \$491,000 per year, using the same source of funds, and contingent upon the availability of funds for each of the four additional years.
3. Authorize the Executive Director to increase the annual aggregate Contract amount by up to

\$49,100 for any unforeseen, needed services for each year that the contracts are in effect, using the same source of funds.

4. Find that approval of the Contracts is not subject to the provisions of the California Environmental Quality Act (CEQA) because the action will not have the potential for causing a significant effect on the environment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to enter into Contracts with six consulting firms to provide asbestos and lead consulting services for the development and rehabilitation of affordable housing, commercial and other facilities throughout the County.

#### **FISCAL IMPACT/FINANCING**

There is no impact on the County general fund.

The Contracts will be funded using an annual maximum aggregate amount of \$491,000 for all six contracts. After the first year, the Commission may extend the Contracts for up to four additional years, in one-year increments, not to exceed aggregate amount of \$491,000 per year, using the same source of funds and contingent upon the availability of funds for each of the four additional years.

A 10% contingency in the maximum aggregate amount of \$49,100 per year is also being set-aside for unforeseen costs and projects.

Funds for these Contracts are included in the Commission's approved Fiscal Year 2010-2011 budget. Funds for all future years will be included for approval in the Commission's annual budget process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Asbestos Hazard Emergency Response Act, the National Emissions Standards for Hazardous Air Pollutants and the South Coast Air Quality Management District have established regulatory requirements for the testing and abatement of asbestos. The U.S. Department of Housing and Urban Development (HUD) has established requirements for the reduction of lead-based hazards in federally assisted projects. In addition, the Toxic Substances Control Act, the federal Occupational Health and Safety Administration, the California Code of Regulations, and the California Environmental Protection agency have established regulatory requirements for the testing and abatement of lead.

The proposed Contracts define the asbestos consulting services to be performed by the six consulting firms identified in Attachment A. Over the initial one-year term, as required during the development and rehabilitation of affordable housing, commercial and other facilities, the firms will conduct the following activities: asbestos surveys; project design and monitoring (including review of construction contract documents, plans and specifications); limited (component-specific) sampling; abatement feasibility studies; pre-abatement (baseline) testing; cost estimates; on-site abatement monitoring during construction; clearance testing; and waste handling and disposal.

The proposed Contracts also define the lead abatement consulting services to be performed by the six consulting firms identified in Attachment A. Over the initial one-year term, as required during the development and rehabilitation of affordable housing, commercial and other facilities, the consulting firms will conduct the following activities: lead-based paint inspections; risk assessments; hazard assessments; limited sampling (component-specific); soil sampling; pre-abatement (baseline) testing; abatement project design and monitoring activities (including review of construction contract documents, plans and specifications); cost estimates; and clearance testing.

The one-year Contracts may be amended to incorporate specific sites and detailed statements of work for each project. The Contracts may also be amended to extend the time of performance for a maximum of four years, in one-year increments, and to include additional projects and compensation, not to exceed the total aggregate funding approved for the Contracts.

The consulting firms will be assigned projects on a project-by-project basis and will receive compensation based on the statement of services performed. The addition of projects to each Contract will be determined based on site needs, qualifications of the consulting firm in the various aspects of the testing process, and the complexity of the assignment. Each firm's cost of services will not exceed the costs accepted on the Cost Sheet submitted with its proposal in response to the Request for Proposals, or the negotiated dollar amount for individual asbestos or lead assignments or work programs.

Should any of the consulting firms identified in Attachment A require additional or replacement personnel during the term of the Contracts, they will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. The consulting firms will contact the County's GAIN/GROW Division for a list of participants by job category.

County Counsel has reviewed this letter.

## **ENVIRONMENTAL DOCUMENTATION**

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines Sections 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

## **CONTRACTING PROCESS**

On September 29, 2010, the Commission conducted a Request for Proposals (RFP) to identify firms to provide asbestos and lead consulting services. The RFP announcement was sent to approximately 209 consulting firms identified from the Commission's vendor list. The RFP was released on September 29, 2010, and was posted on both the County and the Commission websites. One hundred and fifteen RFP packages were downloaded from the Commission's website.

Twenty-two proposals were received by the October 21, 2010 deadline. One proposal did not meet

the minimum requirements and was disqualified. The twenty-one proposals that met the minimum requirements were forwarded to a three-member evaluation panel for further review. The evaluation committee used the "informed averaged" scoring methodology using a 1,000 points system as established in the solicitation package. The evaluation criteria consisted of qualifications (experience, background, references, etc.) approach to providing the services. The top six ranked proposers are being recommended for the Contract award.

The Summary of Outreach Activities is provided as Attachment A. The standard form of the Contracts is provided as Attachment B.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed Contracts will provide Countywide asbestos and lead consulting services for the development and rehabilitation of affordable housing, commercial and other facilities throughout the County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line.

SEAN ROGAN  
Executive Director

SR:rm

Enclosures

## ATTACHMENT A

### Summary of Outreach Activities

#### Asbestos and Lead Consulting Services

On September 29, 2010, the following outreach was initiated to identify Asbestos and Lead Consulting Service contractors to provide necessary asbestos and lead consulting services for the Commission/Housing Authority.

##### A. Announcement

An announcement was posted on the County's WebVen website and on the Commission/Housing Authority website.

##### B. Distribution of Packages

On September 29, 2010, announcements were sent to approximately 209 asbestos and lead consulting service contractors, of which 52 identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). As a result of the outreach, 115 solicitation packages were downloaded and twenty-two proposals were received.

##### C. Proposal Results

On October 21, 2010, twenty-two proposals were received. One proposal was found to be non-responsive and was disqualified. The twenty-one proposals that met the minimum requirements were forwarded to the three-member evaluation panel for further review. The evaluation committee used the "informed averaged" scoring methodology using a 1,000 points system as established in the solicitation package. The evaluation criteria consisted of qualifications (experience, background, references, etc.) approach to providing the services. The final evaluation results are as follows:

Rankings	Evaluation Score
• Barr & Clark	759
• National Econ Corporation	748
• Lead Tech Environmental	746
• Global Environmental Training & Consulting, Inc.	728
• ACC Environmental Consultants, Inc.	670
• Andersen Environmental	638
• A-Tech Consulting, Inc.	621
• Encorp	620

• Baytek Engineering, LLC	612
• Allstate Services, LLC	599
• Bainbridge Group	579
• Aurora Industrial Hygiene, Inc.	575
• Clark Seif Clark, Inc.	571
• Executive Environmental Services Corporation	570
• SCA Environmental, Inc.	554
• Sigma Engineering, Inc.	552
• ATC Associates, Inc.	521
• Ellis Environmental Management, Inc.	516
• Coffey Environments, Inc.	512
• Hillmann Environmental Group, LLC	494
• Forensic Analytical Consulting Services, Inc.	444

Top six ranked proposers are being recommended for the Contract award.

D. Minority/Women Participation – Selected Agency

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Barr & Clark	Non-Minority	Total 6 0 Minorities 3 Women 0% Minorities 50% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
National Econ Corporation	Minority	Total 12 4 Minorities 0 Women 34% Minorities 0% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Lead Tech Environmental	Non-Minority	Total 10 2 Minorities 3 Women 20% Minorities 30% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Global Environmental Training & Consulting, Inc.	Minority	Total 4 1 Minority 2 Women 25% Minorities 50% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
ACC Environmental Consultants, Inc.	Non-Minority	Total 18 6 Minorities 7 Women 34% Minorities 39% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Andersen Environmental	Non-Minority	Total 5 1 Minority 2 Women 20% Minorities 40% Women

E. Minority/Women Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Environmental Engineering, Inc.	Minority	Total 10 4 Minorities 2 Women 40% Minorities 20% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Executive Environmental Services Corporation	Minority	Total 11 6 Minorities 3 Women 55% Minorities 28% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Encorp	Non-Minority	Total 8 4 Minorities 2 Women 50% Minorities 25% Women

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Baytek Engineering, LLC	Minority	Total 3 3 Minorities 0 Women 100% Minorities 0% Women

Name  
A-Tech  
Consulting, Inc.

Ownership  
Minority

Employees  
Total 5  
2 Minorities  
1 Women  
40% Minorities  
20% Women

Name  
Allstate  
Services, LLC

Ownership  
Minority

Employees  
Total 6  
0 Minorities  
3 Women  
0% Minorities  
50% Women

Name  
Bainbridge  
Group

Ownership  
Minority

Employees  
Total 11  
5 Minorities  
3 Women  
46% Minorities  
28% Women

Name  
Aurora Industrial  
Hygiene, Inc.

Ownership  
Non-Minority

Employees  
Total 15  
2 Minorities  
4 Women  
14% Minorities  
27% Women

Name  
Clark Seif  
Clark, Inc.

Ownership  
Non-Minority

Employees  
Total 46  
9 Minorities  
9 Women  
20% Minorities  
20% Women

Name  
SCA  
Environmental, Inc.

Ownership  
Non-Minority

Employees  
Total 19  
6 Minorities  
1 Woman  
32% Minorities  
6% Women



Name  
Sigma  
Engineering, Inc.

Ownership  
Non-Minority

Employees  
Total 30  
5 Minorities  
6 Women  
17% Minorities  
20% Women

Name  
ATC  
Associates, Inc.

Ownership  
Non-Minority

Employees  
Total 40  
13 Minorities  
11 Women  
33% Minorities  
28% Women

Name  
Ellis Environmental  
Management, Inc.

Ownership  
Non-Minority

Employees  
Total 5  
0 Minorities  
1 Woman  
0% Minorities  
20% Women

Name  
Coffey  
Environments, Inc.

Ownership  
Non-Minority

Employees  
Total 26  
9 Minorities  
6 Women  
35% Minorities  
23% Women

Name  
Hillmann Environmental  
Group, LLC

Ownership  
Non-Minority

Employees  
Total 40  
8 Minorities  
23 Women  
20% Minorities  
58% Women

Name  
Forensic Analytical  
Consulting Services, Inc.

Ownership  
Non-Minority

Employees  
Total 45  
4 Minorities  
12 Women  
9% Minorities  
27% Women

The Commission conducts ongoing outreach to include minorities and women in the Contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of Contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

## **SAMPLE STANDARD CONTRACT REQUIRED CLAUSES**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between the Community Development Commission of the County of Los Angeles, hereinafter referred to as "Commission", and \_\_\_\_\_, hereinafter referred to as "Contractor."

### **RECITAL**

#### **1. PURPOSE**

The Contractor is in the business of providing needed asbestos and lead consulting services. On \_\_\_\_\_, \_\_\_\_\_, in response to the Commission's Invitation for Bids Contractor submitted a bid to furnish the hereinafter-described asbestos and/or lead consulting services to the Commission.

### **TERMS AND CONDITIONS**

#### **2. TERM**

This Contract shall commence on \_\_\_\_\_, \_\_\_\_\_ and shall remain in full force and effect for twelve months until \_\_\_\_\_, \_\_\_\_\_ unless sooner terminated as provided herein. This Contract may be extended in one-year increments, for a total of four (4) additional years at the sole discretion of the Commission.

#### **3. CONTRACTOR'S RESPONSIBILITIES**

The Contractor agrees to perform in a good workmanlike manner, to the satisfaction of the Commission's Executive Director, all the work described in the attached Statement of Work, Attachment A.

#### **4. COMPENSATION**

The Contractor shall submit to the Commission on the \_\_\_\_ day of each month an invoice on a form approved by the Commission for services rendered, as described in Attachment A, Statement of Work. Upon receipt and approval, the Commission will pay the Contractor within thirty (30) days of receipt and approval of the invoice in accordance with Attachment B, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and the total amount of compensation under this Contract will not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which shall include all related expenses.

The Contractor shall be paid in accordance with the Commission's standard accounts payable system.

The Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration or termination of this Contract shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

## **5. SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Contractor in writing within ten (10) days of receipt of non-appropriation notice.

## **6. TERMINATION FOR IMPROPER CONSIDERATION**

The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract, if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The report shall be made either to the Commission's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **7. ASSIGNMENT BY CONTRACTOR**

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the

Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

## **8. CONFIDENTIALITY OF REPORTS**

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **9. SUBCONTRACTING**

The Contractor may subcontract only those specific portions of work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## 10. **INSURANCE**

Without limiting Contractor's indemnifications provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Community Development Commission of the County of Los Angeles (Commission), the Housing Authority of the County of Los Angeles (Housing Authority), the County of Los Angeles (County), and their elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier:

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(Name of Contractor)

The insurance policies set forth herein shall be primary insurance with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of

this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

When Contractor is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity with which Contractor is contracting, is naming the Commission as an additional insured on any of the insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Community Development Commission of the County of Los Angeles (Commission), the Housing Authority of the County of Los Angeles (Housing Authority), the County of Los Angeles (County), and each of their elected and appointed officers, officials, representatives, employees, and agents, shall be named as additional insureds on such policy.

B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

- D. PROFESSIONAL LIABILITY INSURANCE, including coverage for personal injury, death, property damage, and contractual liability in an amount not less than One Million Dollars (\$1,000,000) for each occurrence (Two Million Dollars (\$2,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional maybe exposed to liability. If Contractor is not providing professional services, then it is the responsibility of Contractor to obtain separate written approval from Commission to eliminate this professional liability insurance requirement. Contractor shall require that the aforementioned professional liability insurance coverage language be incorporated into its contract with any other entity with which it contracts for professional services.

Contractor agrees that it will require all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the property or project that is the subject of this Contract.

- E. ASBESTOS AND LEAD ABATEMENT PROFESSIONAL LIABILITY POLICY. The policy will extend for a minimum period of five years beyond completion of the investigation, consultation and testing services. The occurrence policy will have a minimum limit of liability of \$500,000 per occurrence and \$1,000,000 aggregate.

## 11. **INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the Commission, Housing Authority, County, and each of their elected and appointed officers, officials, representatives, employees, and agents from and against any and all liability, demands, damages, claims, causes of action, expenses, and fees (including reasonable attorney's fees and costs and expert witness fees), including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to Contractor's acts, errors, or omissions arising from, pertaining to, or relating to this Contract except to the extent caused by the sole negligence or willful misconduct of Commission, Housing Authority, or County. This indemnification provision shall remain in full force and effect and survive the termination and/or expiration of this Contract. Contractor agrees to require any and all entities with which it contracts to agree to and abide by the above



mentioned indemnification requirements in favor of the Commission, Housing Authority, and County, as applicable to each of them.

## **12. COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies, which Commission determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Contractor. If improvement does not occur consistent with the corrective measure, the Commission may terminate this Contract, pursuant to Paragraph 13 or 14, or impose other remedies as specified in this Contract.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Contract to evaluate the performance of the Contractor. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Contractor whether this Contract will be terminated at the end of the current year or will be continued into the next contract year.

## **13. TERMINATION FOR CONVENIENCE**

The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

## **14. TERMINATION FOR CAUSE**

This Contract may be terminated by the Commission upon written notice to the Contractor for just cause (failure to perform satisfactorily) with no penalties incurred by the Commission upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the Contractor fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor, and should the Contractor neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notice, the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.

- B. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon Contractor by the Commission. Should the Contractor fail to comply with the terms of this Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- D. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, Contracts, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**15. CONTRACTOR'S WARRANTY OF ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Commission Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**16. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 15, "*CONTRACTOR'S WARRANTY OF ADHERENCE TO Commission's CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute default under this contract. Without limiting the rights and remedies available to Commission under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Commission may terminate this contract pursuant to Paragraph 14 - "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Commission Policy.

**17. POST MOST WANTED DELINQUENT PARENTS LIST**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is County's and Commission's policy to strongly encourage all Contractors to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. The Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

**18. INDEPENDENT CONTRACTOR**

This Contract does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Commission and the Contractor.

**19. EMPLOYEES OF CONTRACTOR**

*Workers' Compensation:* The Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Commission under this Contract.

*Professional Conduct:* The Commission does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Contractor's employees, agents or subcontractors providing services for the Commission. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

**20. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

**21. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

**22. COMPLIANCE WITH LAWS**

The Contractor agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

The Contractor shall comply with the following laws in Sections 23-32, inclusive, and 41-46, inclusive.

**23. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The Contractor shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**24. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**25. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Contractor shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

**26. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining Contract or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**27. GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW) PROGRAM**

- A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- B. In the event that both laid-off County Employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

**28. FEDERAL LOBBYIST REQUIREMENTS**

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative Contract, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**29. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

**30. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

**31. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor, or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.

- C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor, consultant, vendor, or operating agency has done any of the following: (1) violated any term of a contract with the Commission, Housing Authority, or County, or a nonprofit corporation created by the Commission, Housing Authority, or County (2) committed any act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County or any other public entity, or a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.



- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Commission, or Housing Authority contractors, consultants, vendors and operating agencies.

### **32. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the Contractor has demonstrated to the Commission satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission, Housing Authority, or County or a subcontract with a Commission, Housing Authority, or County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission, Housing Authority, or County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission or County, or 2)

Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.

- C. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- D. The Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission, Housing Authority, or County contracts for a period of time consistent with the seriousness of the breach.

### **33. ACCESS AND RETENTION OF RECORDS**

The Contractor shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

The Contractor is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Contract.

### **34. CONFLICT OF INTEREST**

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in

publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall, disclose in writing to the Commission any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

**35. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**36. INTERPRETATION**

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if drafted by both parties hereto.

**37. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**38. PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Contract.

**39. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All such documents become the property of the Commission and the Commission holds all the rights to said data.

**40. NOTICES**

The Commission shall provide the Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that Commission has actual knowledge of such injury or damage. Commission shall

provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Commission: (Division's Contact Person)

The Contractor: (Contractor contact person)

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The Contractor and the Commission may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**41. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**42. CONTRACTOR'S ACKNOWLEDGMENT OF COMMISSION'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**43. CONTRACTOR'S CHARITABLE CONTRIBUTIONS COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in *Attachment C – Required Contract Forms*, the Commission seeks to ensure that all Commission contractors that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A

Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

**44. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Contractor acknowledges that the Commission has established a goal of ensuring that all individuals and businesses that benefit financially from the Commission through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

**45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

**46. ENTIRE CONTRACT**

This Contract with Attachments A through D constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work
- B. Fee Schedule
- C. Required Contract Forms
- D. Required Contract Notices

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## SIGNATURES

IN WITNESS WHEREOF, the Commission and the Contractor, through their duly authorized officers, have executed this Contract as of the date first above written.

COMMUNITY DEVELOPMENT COMMISSION  
OF THE COUNTY OF LOS ANGELES

(*Name of Contractor*)

By \_\_\_\_\_  
Sean Rogan  
Executive Director

By \_\_\_\_\_  
(*Name of Authorized Representative*)  
(*Title of Representative*)

APPROVED AS TO FORM:  
ANDREA SHERIDAN ORDIN  
County Counsel

APPROVED AS TO PROGRAM:  
ADMINISTRATIVE SERVICES DIVISION

By \_\_\_\_\_  
Behnaz Tashakorian  
Deputy

By \_\_\_\_\_  
Rebecca Yee  
Acting Director

# **STATEMENT OF WORK APPENDIX B FOR ASBESTOS AND LEAD CONSULTING SERVICES**

## **1.0 SCOPE OF WORK**

### **1.1 GENERAL BACKGROUND**

The Community Development Commission (Commission) and the Housing Authority of the County of Los Angeles (Housing Authority) are the County's affordable housing and community development agencies. The Commission and the Housing Authority help strengthen neighborhoods, empower families, support local economies, and promote individual achievement. The Commission and the Housing Authority maintains many administrative buildings and 72 housing developments that include over 3,600 residential units within the County of Los Angeles.

The Commission/Housing Authority is seeking an asbestos and lead consultant, herein after referred to as contractor, to provide asbestos and lead consulting services.

## **2.0 GENERAL REQUIREMENTS**

### **ASBESTOS CONSULTING SERVICES**

- 2.1 The Contractor shall provide asbestos consulting services in accordance with the National Emissions Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, subpart M, as well as South Coast Air Quality Management District (SCAQMD) Rule 1403, and Cal OSHA Rule 1529.
- 2.2 The Contractor shall provide a survey asbestos inspector(s) with the following qualifications/certifications:
  - 2.2.1 California Department of Occupational Safety and Health (DOSH) Certified asbestos consulting.
  - 2.2.2 California Asbestos Site Surveillance Technician Certification (CSST).
- 2.3 The Contractor shall provide an asbestos Abatement Design/Monitoring inspector(s) with the following qualifications/certifications:

- 2.3.1 California Department of Occupational Safety and Health (DOSH) Certified asbestos consultants (CAC).
  - 2.3.2 California Asbestos site Surveillance Technician Certification (CSST).
  - 2.3.3 EPA accredited, AHERA-approved Management Planner Certification.
  - 2.3.4 EPA accredited, AHERA-approved Project Designer Certification.
  - 2.3.5 NIOSH 582 Training (analysis of air filters by Phase Contrast Microscope).
- 2.4 The Contractor shall utilize laboratories for asbestos analytical services that adhere to the following standards:
- 2.4.1 National Emissions Standard for Hazardous Air Pollutants (NESHAP).
  - 2.4.2 National Institute for Occupational Safety and Health (NIOSH).
  - 2.4.3 All suspect bulk Asbestos samples shall be analyzed using Polarized Light Microscopy (PLM) analysis (EPA method 600/R93/116), unless otherwise directed by the Commission/Housing Authority
  - 2.4.4 Further, the laboratories shall have the following certifications / accreditations:
    - 2.4.4.1 National Institute for Science and Technology (NIST).
    - 2.4.4.2 American Industrial Hygiene Association (AIHA)
    - 2.4.4.3 California Department of Health Services (DHS) Accreditation.
    - 2.4.4.4 National Voluntary Laboratory Accreditation Program (NVLAP).

## **LEAD CONSULTING SERVICES**

- 2.5 The Contractor shall provide lead consulting services in accordance with U.S. Department of Housing and Urban Development (HUD) "Guidelines for Evaluation of and Control of Lead-Based Paint Hazards in Housing", (June 1995, revised 1997); Section 403 of the "Toxic Substance Control Act", Federal OSHA Section 1926.62, Lead Exposure in Construction, Interim Final Rule, California Code of Regulations Title 8, Section 1532.1 (Cal/OSHA Construction Safety Orders, Lead) and any other applicable federal, state and local requirements, including Los Angeles County, Department of Health Services, Title 11, and California EPA-DTSC Standards of Waste Storage, Characterization, and Disposal. HUD Regulations found in 24 CFR Part 35.
- 2.6 The Contractor shall provide a lead inspector(s) with the following qualifications/certifications:



- 2.6.1 California Department of Health Services (DHS) Certified Lead Inspector/Risk Assessor.
- 2.6.2 EPA Radiation Safety Course – if using SRF spectrum analyzer instrument; also must be certified for the “type” of instrument used (i.e., RMD LPA-1 Lead Paint Inspection System).
- 2.7 The Contractor shall provide a Lead Abatement Project Design and Monitoring inspector(s) with the following qualifications/certifications:
  - 2.7.1 CA DHS Certified Lead Project Designer.
  - 2.7.2 CA DHS Certified Lead Project Supervisor/Monitor.
- 2.8 The Contractor shall utilize laboratories for lead abatement analytical services that adhere to the following standards:
  - 2.8.1 National Emission Standard for Hazardous Air Pollutants (NESHAP).
  - 2.8.2 National Institute for Occupational Safety and Health (NIOSH).
  - 2.8.3 Further, the laboratories shall have the following certifications/accreditations:
    - 2.8.3.1 National Institute for Science and Technology (NIST).
    - 2.8.3.2 American Industrial Hygiene Association (AIHA).
    - 2.8.3.3 California Department of Health Services (DHS) Accreditation.
    - 2.8.3.4 National Voluntary Laboratory Accreditation Program (NVLAP).

### **3.0 SPECIFIC WORK REQUIREMENTS**

#### **ASBESTOS CONSULTING SERVICES**

- 3.1 The Contractor shall analyze all suspect bulk Asbestos samples by using Polarized Light Microscope (PLM) analysis (EPA Method 600/R93/116), unless otherwise directed.
- 3.2 The Contractor shall perform site visit/survey which must include, but not be limited to the following:
  - 3.2.1 Thorough inspection of the entire facility (including all built spaces/units, common spaces, roof(s), grounds, etc.) for suspect ACM.
  - 3.2.2 Review of building systems and components.
  - 3.2.3 Proper sampling of suspect materials for laboratory analysis.
  - 3.2.4 Assessment of the condition and quantity of suspect ACM.
  - 3.2.5 Identification of potential health hazards.
- 3.3 The Contractor shall provide ACM Sampling.

- 3.3.1 Sampling shall be comprehensive and conform to all current and applicable federal, state, and local requirements.
- 3.3.2 Collect representative bulk samples of suspect ACM using the Asbestos Hazard Emergency Response Act (AHERA) protocol.
  - 3.3.2.1 One to three samples of Miscellaneous material;
  - 3.3.2.2 Three samples of each type of Thermal System Insulation (TSI);
  - 3.3.2.3 Sample friable surfacing materials according to the 3/4/7 rule based on quantity of material;
  - 3.3.2.4 Collect samples from non-friable surfacing materials deemed appropriate by the inspector.

Note: Once a sample from a Homogeneous group turns up positive, analysis of the remaining samples are not required. The Commission shall not incur costs for samples obtained but not analyzed.

- 3.3.3 The Contractor shall provide Sample Locations (excluding pre-demolition surveys).
  - 3.3.3.1 Sample locations should be selected so that they are representative of the sampling area. The location should be as inconspicuous as possible and destructive sampling of a material in a common visible area should be avoided, if possible. Sampling of all accessible suspect material is required. If a roof core sample is called for, appropriate patching material should be used, and the property manager/owner notified.
    - 3.3.3.3.1 All reasonable precautions must be taken to minimize the impact of sampling. Samples must be collected from discrete and inconspicuous areas and any damage created must be satisfactorily repaired.
    - 3.3.3.3.2 Roofing Materials Sampling is required unless otherwise instructed by the Commission. Samples of roofing components (i.e., felts, mastics, flashings, etc.) are to be taken when conducting an Asbestos Survey (unless documentation exists that the roof has been recently replaced). For roofs containing multiple roofing systems, the core samples should include all materials. When samples are taken, appropriate patching material should be used and noted in the report. Watertight roof repairs must be made to reserve the integrity of the roof.

- 3.4 The Contractor shall provide ACM Survey Reports within a specified time period and shall be prepared in the following format:
  - 3.4.1 Executive Summary;
  - 3.4.2 Scope of Service;
  - 3.4.3 Material Sampling/Analysis Protocol;
  - 3.4.4 Findings;
    - 3.4.4.1 Building Description-provide a description of the building interior and exterior.
    - 3.4.4.2 Provide a table that details (by building number, unit number and room description) a summary of results, condition of the building components, and areas that were tested. The samples shall be numbered sequentially on the report.
  - 3.4.5 Submit floor plans, which clearly identify the location and material description of each asbestos sample collected. The contractor shall be responsible for submitting legible floor plans.
  - 3.4.6 Identify any inaccessible area.
  - 3.4.7 Total Quantity (SF/LF) of ACM.
  - 3.4.8 Provide approximate cost to cure estimates for removing ACM.
  - 3.4.9 Conclusions & Recommendation.
  - 3.4.10 Alternatives for Controlling ACM.
  - 3.4.11 Tables/Appendices.
    - 3.4.11.1 Summary of Bulk Sample Analysis.
    - 3.4.11.2 Sample Description – A Table describing the Type and Location of the Material, a NESHAP Category Number assigned (Category I non-friable, Category II non-friable, ACM that can become friable, and friable ACM), and the condition in which the material was found.
    - 3.4.11.3 Sample Location Maps (drawings).
    - 3.4.11.4 Photographic Documentation.
    - 3.4.11.5 Copies of inspector's Certifications.
    - 3.4.11.6 Inspector's Field Notes.
- 3.5 The Contractor shall schedule delivery of ACM Survey Reports as follows:
  - 3.5.1 **Every** report must be received by the Commission/Housing Authority within **15 business days** of authorization to proceed. An extension, when warranted, may be granted in advance the Commission/Housing Authority.
  - 3.5.2 Two (2) copies of the Asbestos Survey Report are to be submitted. One (1) bound copy and one (1) unbound copy.
- 3.6 The Contractor shall provide, if requested, an Operations and Maintenance (O & M) Program to provide appropriate notification to building owners/property managers and occupants to take the necessary

steps to minimize the potential for Asbestos Containing Material (ACM). The Contractor shall provide the basic O & M program contents as follows:

- 3.6.1 Introduction,
  - 3.6.2 Responsibilities/Notification to Tenants,
  - 3.6.3 Locations Affected/Condition,
  - 3.6.4 Inspection Program,
  - 3.6.5 Maintenance Program,
  - 3.6.6 Renovation/Remodeling for Non-inspected Areas,
  - 3.6.7 Methods of Protection,
  - 3.6.8 ACM Inspection Log,
  - 3.6.9 Inspector's Name/Certifications.
- 3.7 The Contractor shall develop a work plan and specifications for abatement of identified asbestos, develop a preliminary cost estimate for abatement activity, evaluate abatement contractor submitted bids, and/or monitor abatement contractor conducted abatement activity.
- 3.7.1 The Contractor shall prepare Asbestos Abatement design, bidding or monitoring services, proposals shall be prepared and submitted by the abatement contractors broken out as follows:
    - 3.7.1.1 For specification preparation, and preliminary cost estimates, project management (if required) and close out report.
    - 3.7.1.2 Abatement monitoring fees must be submitted on a per-shift basis (inclusive of all air samples). The proposal must include the anticipated number of shifts and any fluctuation in per-shift rate (i.e. weekend rate, holiday rate, etc.)
- 3.8 The Contractor shall submit a proposal for project design and bidding as follows:
- 3.8.1 Contractor shall prepare and submit for the approval of the Commission/Housing Authority, a work plan and specifications for the asbestos, as applicable, which clearly details by worksite building, unit number, room description, and abatement methodology any and all components or areas that required asbestos abatement.
  - 3.8.2 If the method of abatement includes replacement of building components, the Commission/Housing Authority, or its other design consultants), shall provide details for installation of new materials (i.e. new floor tile) to be installed in conjunction with the floor tile abatement. Contractor shall review these details for conformance with abatement plan. Perform necessary corrections and

adjustments in plans and specifications to conform to the Commission/Housing Authority design standards.

- 3.8.3 Based on approved plans and specifications (as identified above), Contractor shall prepare and submit an itemized estimate of probable cost and time for asbestos abatement work that would be performed by contractors secured through competitive bid process.
- 3.8.4 Contractor shall conduct one pre-abatement job walk, scheduled by the Commission/Housing Authority at the site during the abatement contractor procurement phase. Discuss requirements with prospective bidders and provide written answers to all bidders' questions. Prepare meeting minutes of the pre-bid conference for the approval of the Commission/Housing Authority and assist in preparing any required Addenda to the Contract(s).

3.9 The Contractor shall monitor asbestos abatement as follows:

- 3.9.1 The Contractor shall perform Asbestos Abatement monitoring activities as requested, and in accordance with project specifications and all applicable laws and regulations.
- 3.9.2 Prior to commencement of abatement, Contractor may be required to attend meeting(s) with tenants to explain work and address concerns. Often this can be accomplished during pre-abatement job walk (see above).
- 3.9.3 The Contractor shall conduct a brief pre-abatement meeting with selected abatement contractor at the job site, which may include (but not be limited to) the following:
  - 3.9.3.1 Take notes of the meeting, and record all agreements reached;
  - 3.9.3.2 Obtain abatement contractor's submittals (equipment, products, agency notifications, worker training/medical certificates, etc.);
  - 3.9.3.3 Visual inspect all areas where abatement work is scheduled and determine general acceptability of the work areas by the abatement contractor.
  - 3.9.3.4 Discuss engineering controls, work area preparation, respiratory protection, work procedures, including removal and cleaning methods, and decontamination enclosure system, as well as the personnel and equipment to be used;
  - 3.9.3.5 Discuss air testing procedures and standards for clearance testing;
  - 3.9.3.6 Discuss the abatement contractor's safety program including emergency procedures;
  - 3.9.3.7 Discuss the fact that only approved Transporters/TSD facilities must be utilized.

- 3.9.4 The Contractor shall monitor all asbestos abatement activities and replacement activities (if applicable), including but not necessarily limited to the following:
- 3.9.4.1 Provide field observation by at least one full-time site surveillance technician and/or DHS Certified Asbestos Project Monitor/Supervisor to monitor abatement activities;
  - 3.9.4.2 During the abatement work of the project, the Contractor will notify the Commission/Housing Authority of abatement contractors' non-conformance of regulatory or specification requirements, and assist in identifying solutions to problems noted. Contractor shall keep the Commission/Housing Authority informed of the abatement contractor's performance.
  - 3.9.4.3 Visually observe progress of work.
  - 3.9.4.4 Verify work area, as well as the decontamination enclosure system, design and installation.
  - 3.9.4.5 Verify that abatement engineering control methods and procedures spelled out in the specifications are followed.
  - 3.9.4.6 Call the attention of the abatement contractor regarding unacceptable engineering controls, methods and procedures or unacceptable results.
  - 3.9.4.7 Take air tests, core samples and bulk samples in accordance with project specifications and applicable regulations.
  - 3.9.4.8 Perform air monitoring throughout the project to ensure that the work is done in conformance with the fiber concentration limits specified by law or specifications (whichever is more stringent).
  - 3.9.4.9 Provide area air monitoring (benchmarking) prior to work area preparation.
  - 3.9.4.10 Air monitoring shall be conducted outside the building, inside the work area, and at critical locations adjacent to the work area, including negative air pressure equipment/s exhaust.
  - 3.9.4.11 Make pre-final and final reviews of the projects.
  - 3.9.4.12 Compile a punch list during pre-final review of unacceptable results to be corrected. Deliver a copy of the punch list to the abatement contractor, Commission/Housing Authority Project Manager, and to others as appropriate.
  - 3.9.4.13 Verify proper resolution or mitigation of all items on punch list during the final review(s).
- 3.9.5 The Contractor shall conduct "Clearance Testing" as required by state local and federal regulations.

- 3.9.5.1 For ACM, Contractor shall conduct post-abatement clearance air monitoring.
- 3.9.6 Contractor shall conduct and monitor testing of removed building components, and shall classify those components as being hazardous (Federal RCRA), California-only hazardous, or non-hazardous (general construction debris) in the bid documents so that potential bidders shall know how to dispose of the materials. Such classification shall be clearly spelled out by means of specific instructions to the abatement contractor in the specifications, by post-abatement testing of materials, or a combination of the two, as appropriate.
- 3.10 The Contractor shall compile and deliver a Close-Out Report to the Commission/Housing Authority within **10 Business Days** of abatement completion. The report shall include all documents associated with the project's abatement activities. Required documentation as follows:
  - 3.10.1 Summary of work: The Summary shall contain general background and justification of the project (especially exact start/finish dates). It also must summarize the project activities and abatement contractor's performance, and contain the final "Clean" Certification, which is to be produced by the Contractor.
  - 3.10.2 Contractor Compliance with Contract Documents: (prepared by the Commission/Housing Authority and/or Contractor) – These include the technical portion of the contract between the Commission/Housing Authority and Contractor. The contract documents define procedures, schedules and standards, which the contractor must follow. During the course of the project, the Contractor must monitor the abatement contractor's general compliance with the contractor documents as well as compliance with laws, and upon completion of the project the Contractor must certify the abatement contractor's compliance.
  - 3.10.3 Daily Field Reports & Correspondence: At minimum, the field reports must include unusual conditions, conformity to schedule and rules and regulations, work in progress, abatement contractor's employees and visitors present at site, as well as observation and other notes, which together form the permanent record of the abatement contractor's performance.
  - 3.10.4 Field Testing and Logs: All area and "Clearance" air monitoring tests conducted by the Contractor, and all

Personal air monitoring tests conducted by the Contractor of his contracted air sampling professional, must be included in this section. Methods of analysis must be included.

3.10.5 Government Agencies' Notification: Notification of Federal, State and local government agencies is required by government statutes in advance of each asbestos abatement project. Copies of all such notifications must be included in this section.

3.10.6 Hazardous Waste Manifests: All Hazardous Waste Manifests must be signed by the owner of the property from which such waste is removed, whether that owner is the Commission/Housing Authority or another entity or person. However, the Non-Hazardous Waste Manifests can be signed by an approved consultant and/or abatement contractor on behalf of the Commission/Housing Authority.

3.10.7 Contractor's Work Plan and Personnel Training: The abatement contractor is required to submit, and the Contractor shall review, and verify the presence of a written plan including: location of asbestos/lead paint work areas, layout and construction drawings of decontamination enclosure systems, project schedule, engineering controls, work practices, personal air monitoring procedures, employee respirator and protective clothing protocol, verification of the EPA identification number, and hazardous waste hauler registration.

3.10.7.1 Record or Project Personnel: Contractor's field personnel shall prepare and maintain a complete record of the abatement contractor, owner, and other approved personnel who worked on or visited the project. This record shall indicate the name, company, and day or days the person visited or worked on the project. The log should also indicate if approved medical examinations and histories, and training certificates were on file for the abatement contractor's personnel who entered contaminated work areas.

3.10.7.2 Contractor's Employee Information: Contractor shall verify that this section includes a list of the abatement contractor's employees on the project, medical examinations and histories, and certificates of asbestos training.

3.10.7.3 Product and Equipment Submittals: Contractor shall verify that this section includes submittal



of products and equipment that were used to complete the abatement activities of the project. Product and Equipment Submittals, and compliance certifications, in conjunction with the Contractor's on-site verification, ensure that only approved products and equipment are used.

## **LEAD CONSULTING SERVICES**

3.11 The Contractor shall perform surveying and testing as follows:

- 3.11.1 Perform a "limited" or component-specific sampling on specific building components to identify only damaged or deteriorated LBP hazards prior to rehab activities. Select sampling locations based on use patterns, visual observations or planned work site.
- 3.11.2 Perform visual inspection of the structures, interior and exterior, and submit written recommendations to the Commission/Housing Authority based on analytical results where known or suspect (damaged) lead containing materials may be present, based on Contractor's best professional judgment. (This may be combined with 3.11.3.2 below, as requested).
- 3.11.3 Conduct comprehensive sampling, visual inspection of the structures, interior and exterior and perform lead based paint chip sampling and/or the X-Ray Fluorescence Spectrum analyzer (XRF) to determine lead levels on all painted surfaces.
  - 3.11.3.1 Provide lead based paint bulk sample and laboratory analysis for XRF test results as per above-mentioned regulations. Submit written test results and complete interpretation of the bulk sample analysis.
  - 3.11.3.2 Testing shall conform to all current and applicable federal (including current HUD LBP guidelines), state, Los Angeles County Department of Health Services and any other local laws and guidelines.
  - 3.11.3.3 Select sampling locations based on use patterns and visual observations or work site.
  - 3.11.3.4 Submit and interpret the test results (positive or negative for lead content); provide clear details (by building number, unit number and room description), include sample results for each of the building components, and the areas that were tested.
  - 3.11.3.5 Clearly indicate all suspect materials that are found to be positive for lead content, and the condition of the Lead-containing materials.
  - 3.11.3.6 The test shall be numbered sequentially on the report. For XRF testing, the report shall clearly indicate the

- brand and model number of the XRF analyzing equipment, the actual duration of each test, and the manufacturers rang of negative, inconclusive, and positive results expected from the XRF analyzer used.
  - 3.11.3.7 Submit floor plans, which clearly identify the location and material description of each test.
  - 3.11.3.8 On occasion, schematic floor plans may be provided by the Commission/Housing Authority.
- 3.12 The Contractor shall prepare the Lead Survey Reports using the following format:
  - 3.12.1 The cover sheet shall include the following:
    - 3.12.1.1 Identify number of dwelling(s) covered during the survey.
    - 3.12.1.2 Assessor's Name and Number of Certificate (signature page).
    - 3.12.1.3 Property Owner Name, Address and Phone Number (To be provided).
    - 3.12.1.4 Date or Report and Date of Environmental Sampling.
  - 3.12.2 The Executive Summary shall include the following:
    - 3.12.2.1 Scope of Work.
    - 3.12.2.2 Building Description.
    - 3.12.2.3 Description of Painted Surfaces.
    - 3.12.2.4 Findings, including but not limited to;
      - 3.12.2.4.1 Exact location of lead hazard, if any on a floorplan;
      - 3.12.2.4.2 Highlight existing conditions that may affect the integrity of painted surfaces (such as water leaks);
    - 3.12.2.5 Summary of Findings Table (see example below) – list each unit inspected, each building (unit by unit in consecutive order), interior and exterior surfaces, and document positive or negative readings for lead content in mg/cm<sup>2</sup>.
      - 3.12.2.5.1 Document the “condition” of each of the sampled areas, the quantity of damage in square feet (s.f.); the location and color of both interior and exterior surfaces.
      - 3.12.2.5.2 Inaccessible units or areas should also be noted on the summary table, with an explanation as to why the unit was not inspected is to be documented in the space allocated for that unit table (see example below).

### Summary of Findings

Unit #	Room Component Substrate, Color & Location	Condition/S.F.	Lead Concentration XRF or Chip Sample
Unit 1	Bathroom, Ceiling, Plaster Blue (right corner of Ceiling next to Damage).	Damaged – 5 s.f. Peeling	XRF positive .03 Rt. Corner of ceiling next To damage
Unit 2	Unit/area not accessed due to door key not available	N/A	N/A
Unit 3	Kitchen, Window Sills	N/A	N/A

3.12.3 The Contractor shall prepare a final conclusion to the survey report which may read as follows:

3.12.3.1 “Based on the information reviewed and contained within this report, additional investigation is not warranted at this time. However, an Operations and Maintenance (O & M) Program, for identifying lead-based paint in good condition, should be implemented (if applicable)” and/or,

3.12.3.2 “A recommendation for proper abatement of lead-based painted surfaces in damaged/deteriorated condition is warranted.”

3.12.4 The Contractor shall provide Laboratory Sample Results.

3.12.5 The Contractor shall provide Photographic documentation.

3.12.6 The Contractor shall provide Sample Location Map.

3.12.7 The Contractor shall provide Inaccessible Area(s).

3.12.8 The Contractor shall provide Field Notes/Checklist.

3.12.9 The Contractor shall provide Inspector's Certifications.

3.12.10 The Contractor shall provide Delivery Schedule of Lead Survey Report as follows:

3.12.10.1 **Every** survey report must be received by the Commission/Housing Authority within **15 business days** of authorization to proceed. An extension when warranted, may be granted in advance by the Commission/Housing Authority.

3.12.10.2 Two (2) copies of the Lead Survey Report are to be submitted. One (1) bound copy and one (1) unbound copy. (Note: If conducting only component-specific

sampling, the report shall include A-D, and I in an unbound report.

- 3.13 The Contractor shall provide, if requested, an Operations and Maintenance (O & M) Program to provide appropriate notification to building owners/property managers and occupants to take the necessary steps to minimize the potential for Lead-based Paint (LBP). The Contractor shall provide the basic O & M program contents as follows:

- 3.13.1 Introduction,
- 3.13.2 Responsibilities/Notification to Tenants,
- 3.13.3 Locations Affected/Condition,
- 3.13.4 Inspection Program,
- 3.13.5 Maintenance Program,
- 3.13.6 Renovation/Remodeling for Non-inspected Areas,
- 3.13.7 Methods of Protection,
- 3.13.8 LBP Inspection Log,
- 3.13.9 Inspector's Name/Certifications.

- 3.14 The Contractor shall develop a work plan and specifications for abatement of identified lead base paint develop a preliminary cost estimate for abatement activity, evaluate contractor submitted bids, and/or monitor contractor conducted abatement activity.

3.14.1 The Contractor shall prepare Lead Base Paint Abatement design, bidding or monitoring services, and proposals shall be prepared and submitted by the Contractor broken out as follows:

- 3.14.1.1 Specification preparation, and preliminary cost estimates, project management (if required) and close out report.
- 3.14.1.2 Abatement monitoring fees must be submitted on a per-shift basis (inclusive of all air samples). The proposal must include the anticipated number of shifts and any fluctuation in per-shift rate (i.e. weekend rate, holiday rate, etc.)

- 3.15 The Contractor shall submit a proposal for project design and bidding as follows:

3.15.1 Contractor shall prepare and submit for the approval of the Commission/Housing Authority, a work plan and specifications for the lead base paint, as applicable, which clearly details by worksite building, unit number, room description, and abatement methodology any and all components or areas that required lead base paint abatement.

3.15.2 If the method of abatement includes replacement of building components, the Commission/Housing Authority, or its other design consultants), shall provide details for installation of new materials

- (i.e. new floor tile) to be installed in conjunction with the floor tile abatement. The Contractor shall review these details for conformance with abatement plan. Perform necessary corrections and adjustments in plans and specifications to conform to the Commission/Housing Authority design standards.
- 3.15.3 Based on approved plans and specifications (as identified above), the Contractor shall prepare and submit an itemized estimate of probable cost and time for lead base paint abatement work that would be performed by abatement contractors secured through competitive bid process.
- 3.15.4 The Contractor shall conduct one pre-abatement job walk, scheduled by the Commission/Housing Authority at the site during the abatement contractor procurement phase. Discuss requirements with prospective bidders and provide written answers to all bidders' questions. Prepare meeting minutes of the pre-bid conference for the approval of the Commission/Housing Authority and assist in preparing any required Addenda to the Contract(s).
- 3.16 The Contractor shall monitor lead base paint abatement as follows:
- 3.16.1 The Contractor shall perform Lead Base Paint monitoring activities as requested, and in accordance with project specifications and all applicable laws and regulations.
- 3.16.2 Prior to commencement of abatement, Contractor may be required to attend meeting(s) with tenants to explain work and address concerns. Often this can be accomplished during pre-abatement job walk (see above).
- 3.16.3 The Contractor shall conduct a brief pre-abatement meeting with selected abatement contractor at the job site, which may include (but not be limited to) the following:
- 3.16.3.1 Taking notes of the meeting, and record all agreements reached;
- 3.16.3.2 Obtaining abatement contractor's submittals (equipment, products, agency notifications, worker training/medical certificates, etc);
- 3.16.3.3 Visually inspecting all areas where abatement work is scheduled and determine general acceptability of the work areas by the abatement contractor.
- 3.16.3.4 Discussing engineering controls, work area preparation, respiratory protection, work procedures, including removal and cleaning methods, and decontamination enclosure system, as well as the personnel and equipment to be used;
- 3.16.3.5 Discussing air testing procedures and standards for clearance testing;

- 3.16.3.6 Discussing the abatement contractor's safety program including emergency procedures;
  - 3.16.3.7 Discussing the fact that only approved Transporters/TSD facilities must be utilized.
- 3.16.4 The Contractor shall monitor all lead abatement activities and replacement activities (if applicable), including but not necessarily limited to the following:
- 3.16.4.1 Providing field observation by at least one full-time site surveillance technician and/or DHS Certified Lead Base Project Monitor/Supervisor to monitor abatement activities;
  - 3.16.4.2 During the abatement work of the project, the Contractor will notify the Commission/Housing Authority of the abatement contractors' non-conformance of regulatory or specification requirements, and assist in identifying solutions to problems noted. Contractor shall keep the Commission/Housing Authority informed of the abatement contractor's performance.
  - 3.16.4.3 Visually observe progress of work.
  - 3.16.4.4 Verifying the work area, as well as the decontamination enclosure system, design and installation.
  - 3.16.4.5 Verifying that abatement engineering controls methods and procedures spelled out in the specifications are followed.
  - 3.16.4.6 Calling to the attention of the abatement contractor unacceptable engineering controls, methods and procedures or unacceptable results.
  - 3.16.4.7 Taking air tests, core samples and bulk samples in accordance with project specifications and applicable regulations.
  - 3.16.4.8 Performing air monitoring throughout the project to ensure that the work is done in conformance with the particulate limits specified by law or specifications (whichever is more stringent).
  - 3.16.4.9 Providing area air monitoring (benchmarking) prior to work area preparation.
  - 3.16.4.10 Air monitoring shall be conducted outside the building, inside the work area, and at critical locations adjacent to the work area, including negative air pressure equipment exhaust.
  - 3.16.4.11 Make pre-final and final reviews of the projects.
  - 3.16.4.12 Compile a punch list during pre-final review of unacceptable results to be corrected. Deliver a copy of the punch list to the Commission/Housing Authority, abatement contractor, and to others as appropriate.

- 3.16.4.13 Verify proper resolution or mitigation of all items on punch list during the final review(s).
  - 3.16.5 The Contractor shall conduct "Clearance Testing" as required by state local and federal regulations.
    - 3.16.5.1 For Lead Abatement, Contractor shall conduct post-abatement clearance air monitoring.
  - 3.16.6 Contractor shall conduct and monitor testing of removed building components, and shall classify those components as being hazardous (Federal RCRA), California-only hazardous, or non-hazardous (general construction debris) in the bid documents so that potential bidders shall know how to dispose of the materials. Such classification shall be clearly spelled out by means of specific instructions to the abatement contractor in the specifications, by post-abatement testing of materials, or a combination of the two, as appropriate.
- 3.17 The Contractor shall compile and deliver a Close-Out Report to the Commission/Housing Authority within **10 Business Days** of abatement completion. The report shall include all documents associated with the project's abatement activities. Required documentation as follows:
  - 3.17.1 Summary of Work: The Summary shall contain general background and justification of the project (especially exact start/finish dates). It also must summarize the project activities and abatement contractor's performance, and contain the final "Clean" Certification, which is to be produced by the Contractor.
  - 3.17.2 Contractor Compliance with Contract Documents: (prepared by the Commission/Housing Authority and/or Contractor) – These include the technical portion of the contract between the Commission/Housing Authority and Contractor. The contract documents define procedures, schedules and standards, which the contractor must follow. During the course of the project, the Contractor must monitor the abatement contractor's general compliance with the contract documents as well as compliance with laws, and upon completion of the project the Contractor must certify the abatement contractor's compliance.
  - 3.17.3 Daily Field Reports & Correspondence: At minimum, the field reports must include unusual conditions, conformity to schedule and rules and regulations, work in progress, abatement contractor's employees and visitors present at site, as well as observation and other notes, which together form the permanent record of the abatement contractor's performance.
  - 3.17.4 Field Testing and Logs: All area and "Clearance" air monitoring tests conducted by the Contractor, and all Personal air monitoring tests conducted by the Contractor of his contracted air sampling

professional, must be included in this section. Methods of analysis must be included.

- 3.17.5 Government Agencies' Notification: Notification of Federal, State and local government agencies is required by government statutes in advance of each asbestos abatement project. Copies of all such notifications must be included in this section.
- 3.17.6 Hazardous Waste Manifests: All Hazardous Waste Manifests must be signed by the owner of the property from which such waste is removed, whether that owner is the Commission/Housing Authority or another entity or person. However, the Non-Hazardous Waste Manifests can be signed by an approved consultant and/or abatement contractor on behalf of the Commission/Housing Authority.
- 3.17.7 Contractor's Work Plan and Personnel Training: The abatement contractor is required to submit, and the Contractor shall review, and verify the presence of a written plan including: location of asbestos/lead paint work areas, layout and construction drawings of decontamination enclosure systems, project schedule, engineering controls, work practices, personal air monitoring procedures, employee respirator and protective clothing protocol, verification of the EPA identification number, and hazardous waste hauler registration.
  - 3.17.7.1 Record or Project Personnel: Contractor's field personnel shall prepare and maintain a complete record of the abatement contractor, owner, and other approved personnel who worked on or visited the project. This record shall indicate the name, company, and day or days the person visited or worked on the project. The log should also indicate if approved medical examinations and histories, and training certificates were on file for the abatement contractor's personnel who entered contaminated work areas.
  - 3.17.7.2 Contractor's Employee Information: The Contractor shall verify that this section includes a list of the Contractor's employees on the project, medical examinations and histories, and certificates of lead training.
  - 3.17.7.3 Product and Equipment Submittals: The Contractor shall verify that this section includes submittal of products and equipment that were used to complete the abatement activities of the project. Product and Equipment Submittals, and compliance certifications, in conjunction with the Contractors' on-site verification, ensure that only approved products and equipment are used.



#### **4.0 RESPONSIBILITIES**

The Commission/Housing Authority and the Contractor's responsibilities are as follows:

##### **Commission/Housing Authority**

#### **4.1 Personnel**

- 4.1.1 The Commission/Housing Authority shall pay the Contractor within thirty (30) days of receipt of the invoice.
- 4.1.2 The Commission/Housing Authority shall provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 4.1.3 The Commission/Housing Authority shall prepare amendments to the Contract in accordance with the Contract.
- 4.1.4 The Commission/Housing Authority shall facilitate entry into the site visit property.

##### **Contractor**

#### **4.2 Personnel**

- 4.2.1 The Contractor shall provide inspector/s as needed with the proper qualifications/certifications.
- 4.2.2 The Contractor shall provide a project designer/monitor with the proper qualifications/certifications.

#### **5.0 HOURS/DAYS OF WORK**

Commission/Housing Authority office hours are from 8:00 a.m. to 5:00 p.m. Commission/Housing Authority offices are closed on the following Holidays:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and Day After
- Christmas Day

#### **6.0 WORK SCHEDULE**

- 6.1 Work schedules for the Contractor will be determined when a project is assigned.

## **7.0 QUALITY CONTROL PLAN**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Commission/Housing Authority a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the Commission/Housing Authority for review. The plan shall include, but not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
  - A record of all inspections conducted by the Contractor;
    - any corrective action taken,
    - the time a problem was first identified,
    - a clear description of the problem,
    - and the time elapsed between identification and completed corrective action,
- The record shall be provided to the Commission/ Housing Authority upon request.

## **8.0 QUALITY ASSURANCE PLAN**

### **8.1 *Performance Requirements Summary (Exhibit 1)***

The Commission/Housing Authority shall use a Performance Requirements Summary (PRS) chart, Technical Exhibit 1, to monitor the Contractor's work performance and efforts to remedy any and all deficiencies throughout the term of this Contract. The chart shall contain, at a minimum, the following:

- Each section of the Contract Statement of Work (SOW) referenced and identified;
- The standard of performance (description of the work requirement)
- The method to be used to monitor work performance
- The fees/deductions to be assessed for each service that is not satisfactory

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void, unless agreed upon in writing, and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the Commission/Housing Authority will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the Commission/Housing Authority. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the Commission/Housing Authority to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the Commission/Housing Authority, shall be credited to the Commission/Housing Authority on the Contractor's future invoice.

This section does not preclude the Commission's/Housing Authority's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided for in the Contract, Section 13 - Termination for Convenience.

## **8.2 Periodic Performance Reviews**

The Commission/Housing Authority will conduct periodic reviews to evaluate the Contractor's performance.

## **8.3 Contract Deficiency Notice**

The Commission/Housing Authority will make verbal notification to the Contractor of a Contract deficiency as soon as the deficiency is identified. The problem should be resolved within a time period mutually agreed upon by the Commission/Housing Authority and the Contractor.

If resolution of the deficiency does not result from the verbal notification, the Commission/Housing Authority will determine whether a formal Contract Deficiency Notice shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Commission/Housing Authority within five (5) workdays, acknowledging the reported deficiencies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Commission/Housing Authority within ten (10) workdays.

## **8.4 Commission/Housing Authority Observations**

In addition to divisional contracting staff, other Commission/Housing Authority personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business

hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **9.0 ADDITION/DELETION OF SERVICES**

The Commission/Housing Authority reserved the right to add or delete Asbestos and Lead Consulting Services during the term of the contract. In the event that additional or less services are required, fees will be adjusted by negotiation between the Commission/Housing Authority and the Contractor.